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Contract and Disclaimer – Frozen Semen Storage

This agreement is made on this _____ day of _____ 20_____

Between

Murray Veterinary Services PTY LTD ABN 41 135 603 664 (“MVS”) and the following “owner of the semen” or “authorised agent of the semen” being

Name:ABN/ACN.....

Address:Post code.....

Phone:email.....

(“Owner”) in respect of

Name of Stallion:

Insemination Labelled as: Straw Size:ml

MVS and the owner agree as follows:

1. MVS will store frozen semen for \$14 per stallion per month.
2. The owner agrees to pay the semen storage charges as invoiced within 14 days and acknowledges that there will be a 5% per month interest charge until the payment is received in full. Failure to pay within 14 days will be considered a default and MVS may recover the invoiced charges plus liquidated damages to the amount of \$200
3. If payment is not received within one (1) year for the invoice date, the semen will be considered abandoned and MVS will become the owner of the semen and reserves the right to dispose of the semen as MVS sees fit, in its absolute discretion
4. Any failure of MVS to charge interest shall not be considered as a waiver of any right to claim that interest or any further charge for interest
5. The owner agrees to pay all debt recovery fees, charges including all legal fees, costs and disbursements on a full indemnity basis
6. MVS disclaims any liability for animal illness, disease, injury or death arising indirectly or directly from the storage, delivery or use of frozen semen and makes no guarantee, wether express or implied, as to fertility success from the use of frozen semen
7. Any loss or damage to stored frozen semen from any cause, during its delivery shipment or storage is the responsibility of the owner and the owner shall indemnify and continue to indemnify MVS from any claim, demand, damage, cost, expense, loss or liability including any legal costs on a full indemnity basis arising out of the delivery shipping storage and use of the frozen semen form MVS
8. The Owner acknowledges having received a copy of these terms.

Signed by the owner or its authorised agent:Date.....

Signed by MVS:.....Date.....

Person responsible for fees and charges under this agreement

Full Name:.....

Address:.....Postcode:.....

Phone:.....email:.....

Signed:.....